

MASTER CONTRACT

2016-2017
2017-2018
2018-2019

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AGREEMENT

WHEREAS, the Parties to this Agreement are the BOARD OF EDUCATION OF NEWARK HIGH SCHOOL DISTRICT #18, Newark, Illinois, hereinafter the "Board" and the NEWARK HIGH SCHOOL EDUCATION ASSOCIATION IEA/NEA, hereinafter the "Association"; WHEREAS, said parties desire to execute their duties under the law:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I Recognition

- 1.1 The Board hereby recognizes the Association as the exclusive representative for collective bargaining purposes of all regularly employed, certificated employees, hereinafter Teacher or Teachers, excepting those employees excluded by law from representation by the Association for said purposes.
- 1.2 Specifically included in Association representation are part-time teachers and probationary teachers, although certain of the subsequent terms of this Agreement shall apply only in limited extent, or not at all, to said part-time probationary employees. Substitute or temporary employees are neither represented by the Association nor covered by the terms of this Agreement.
- 1.3 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, except as may be provided by law. The Board agrees further not to negotiate with any individual teacher for the duration of this Agreement inconsistently with the provisions of matters herein agreed upon.

ARTICLE II Fair Share

- 2.1 Fair Share - Each Teacher, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

- A) In the event that the Teacher does not pay his/her fair share fee directly to the Association on or before January 31 each year, the Board shall deduct the fair share fee from the wages of the nonmember in the same manner and amounts as dues deductions are made from wages of others.
 - B) The Teacher may at his/her option, choose instead to contribute said share to a non-religious charitable organization mutually agreed upon by the Teacher and the Association or from a list of approved organizations provided by the Illinois Educational Labor Relations Board.
- 2.2 Dues Deductions - Any Teacher who is a member or has applied for membership in the Association by signing the membership authorization form provided by the Association, may sign and deliver to the Board an authorization for annual dues deduction. The appropriate deduction form shall be provided by the Superintendent. The authorization is continuous and shall remain in effect from year to year unless the teacher revokes said authorization in writing between September 1 and September 15 of any year.
- 2.3 The Board shall deduct from each Teacher's pay the current state and national dues of the Association, dollar amounts of which shall be certified by the Association to the Board five business days prior to the first payroll of the school term, provided the Board has received an authorization form.
- A) Pursuant to such authorization, the Board shall deduct such dues from the regular salary check of the Teacher for each month for nine (9) months out of 20 paychecks, beginning in September of each year.
 - B) The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.
- 2.4 General Association Rights -
- A) The President of the Association shall check the district website for a copy of the agenda for the board meeting which will be posted 48 hours before the scheduled time of the meeting. The president of the association will be notified of any special board meetings.

- B) One copy each of all approved Board minutes, excluding minutes of executive sessions, shall be sent to the President of the Association within twenty-four (24) hours of approval of said minutes or of their completion in the case of correction. Said copies of minutes shall be in the same form and content as those copies in the hands of the Board members at the time of the motion for approval.
- C) The Board agrees to furnish upon timely written request by the Association copies of any specific document in its hands containing information concerning the financial resources of the district.
- D) Names and addresses of newly hired Teachers shall be provided to the Association within thirty (30) days after their employment.
- E) Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each Teacher.
- F) The rights granted herein to the Association shall not be granted or extended to any competing teacher organization, except as may be provided by law.
- G) The Association shall have the right to reasonable use of school buildings when said use does not interfere with the duties of employees, or with the rights of pupils, or with the normal conduct of school activities. Said use shall be prearranged with the school principal and shall require the approval of the superintendent in advance. Any costs associated with said use of buildings shall be paid to the Board by the Association before any subsequent use of buildings may be approved.
- H) Permission for the Association to use a photocopier and other office equipment may be given by the Superintendent when said use does not interfere with the school's need for said equipment, provided that:
 - a) Said use is to occur only before or after the regular work day for Teachers; and
 - b) The cost of repair or replacement of any equipment which breaks down or is damaged during Association use shall be promptly reimbursed to the Board by the Association; and

- c) No school equipment shall be removed by the Association or by any of its members from its normal location in the school property; and
 - d) In the case of photocopiers the Association and its members shall pay the same use rates as may be in effect from time to time for pupils and other citizens.
- I) The Association may use the district mail service and employee mailboxes for communication to Teachers, provided that any postage or other costs attached to or arising from said use shall first be paid by the Association to the Board provided, further, that said use shall not interfere with the normal conduct of the school program.

ARTICLE III
Management Rights

- 3.1 The Board retains and reserves the ultimate responsibility for proper management of the Newark Community High School District#18 conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for the right:
- 3.1.1. To maintain executive management and administrative control of the Newark Community High School and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
 - 3.1.2. To hire all employees, subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
 - 3.1.3. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

- 3.1.4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- 3.1.5. To determine class schedules, the hours of instruction, and other duties, responsibilities and assignments of Teachers and non-classroom assignments.
- 3.2 It is not the intent of this article to nullify any existing language found elsewhere in the Agreement.

ARTICLE IV
Grievance Procedure

- 4.1 Definitions - A grievance shall be:
 - 4.1.1. A formal claim, in writing, as provided herein, by the Association or by any Teacher, that there has been a violation of the terms of this Agreement; and
 - 4.1.2. Reduced to writing by the aggrieved party on forms provided by the Superintendent and shall specify the complete details of the alleged violation including the names of all persons involved and the nature of the involvement of each person: the time, date, place and nature of the violation; the name and address of each known witness; the specific right alleged to have been violated and the source of the grievant's claim to said right; and a full and complete description of the remedy sought by the grievant; and
 - 4.1.3. Submitted in writing to the Principal not later than fifteen (15) days following the grievant's first knowledge of the alleged violation which is the substance of the grievance. Any grievance not thus timely submitted or not otherwise satisfying the requirements of this Section shall not be processed

4.1.4. All time limits consist of school days, except, when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all weekdays.

4.2 Procedures –

4.2.1 STEP I: The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor, or others involved in disputes, to resolve problems through free and informal communications. If, however, the informal process fails to satisfy either party, a grievance may be processed as follows:

4.2.2. STEP II: The Teacher or the Association may present a grievance in writing to the Principal, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant and Principal may be present for the meeting. A written response including reasons for the decision will be provided within ten (10) days.

4.2.3. STEP III: If the grievance is not resolved at Step II, then the Association may refer the grievance to the Superintendent within ten (10) days after receipt of the Step II answer; the Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within fifteen (15) days of the meeting, the Association will be provided with the Superintendent's written response, including the reasons for the decision.

4.2.4. STEP IV: If the grievance is not resolved at Step III within the time limits provided, the grievance may be heard by the Board at its option. The Association has ten (10) days from the time of the Superintendent's decision to request the meeting with the Board. The Board shall arrange for a meeting to take place with representatives of the Association within twenty (20) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as

it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the Board shall have ten (10) days in which to provide a written decision to the grievant and the Association.

- 4.2.5. STEP V: If the Association is not satisfied with the disposition of the grievance at this point, it may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for the arbitration is not filed within ten (10) days of the date for the Step IV answer, then the grievance shall be deemed withdrawn.
- 4.3 Bypass to Superintendent - If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 4.4 Bypass to Arbitration - If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- 4.5 Class Act Grievance - Class grievances involving one or more Teachers may be initially filed by the Association at Step III.
- 4.6 Association Participation - Teacher Represented - The Board acknowledges the right of the Association's grievance representative to be present at the adjustment of a grievance without intervening, save at the Teacher's request, and no Teacher shall be required to discuss any grievance if the Association's representative is not present.
- 4.7 Association Participation - Employee Not Represented - When a Teacher is not represented by the Association; the Association shall have the right to have its representative present at the adjustment of the grievance.
- 4.8 Cooperation - The Board and the Association must cooperate reasonably with each other in the investigation of any grievance.
- 4.9 No Reprisals Clause - No unlawful reprisals shall be taken by the Board or the Administration against any Teacher because of the Teacher's participation in a grievance.

- 4.10 Filing of Materials - The Board shall file grievance records separately from Teachers' personnel files.
- 4.11 Grievance Withdrawal - A grievance may be withdrawn at any step without establishing precedent.
- 4.12 No Written Response - If no written decision has been rendered within the time limits indicated at any Step, then the grievance may be processed to the next Step.
- 4.13 Expenses of Arbitrator - The fees and the expenses of the arbitrator shall be shared equally by the parties.
- 4.14 Obtaining Transcripts - If either party requests a transcript of the proceedings, the cost will be paid according to the specific rules of the American Arbitration Association.
- 4.15 Introduction of Evidence - No evidence shall be adduced at arbitration which has not been presented fully at a prior Step in the Grievance procedure.
- 4.16 The Authority of the Arbitrator - shall be limited to rendering a decision based upon the terms of this Agreement, and shall not include the authority to change or modify any of the terms or conditions of this Agreement.
- 4.17 Probationary and Part-Time Teachers - Probationary, non-tenured or part-time Teachers shall be entitled access to the grievance procedure except that no probationary, non-tenured or part-time Teacher shall use the grievance procedure for grieving any change in employment status.

ARTICLE V
Insurance

- 5.1 On behalf of the teachers, the Board shall contract to purchase group health and life insurance from a duly licensed health care carrier. Furthermore, for all full time teachers employed by the Board, the Board shall contribute an amount equal to 100% of the single premium of the HMO plan, VSP, dental and life insurance toward the cost of the

insurance elected by the teacher for all three years of the contract. For all employees who enroll in the health insurance option, an additional \$500 per employee will be available for years 1, 2 and 3 of said contract to be used to pay for part of the insurance premium for coverage elected by the teacher that is greater than the amount of the District contribution stated above.

Any part of the additional \$500 per employee per year of the contract that is not used to "buy up" to a different policy, may be taken as a cash option payable in June.

If there is a decrease in the premium, the Board will retain the benefit.

- 5.2 In the event that dependent coverage is available through the group health and life insurance carrier, then the teachers shall have the opportunity to purchase said dependent coverage so long as the cost thereof is paid to the School District in advance or deducted from the teachers' paycheck.
- 5.3 At the election of the teachers, the Board's contribution for the purchase of individual coverage under the School District's group health and life insurance may be taken by said teachers either in insurance benefits or value for those teachers who elect to take the cash option. The Board shall pay in a cash option to those teachers eligible to elect the cash option \$1,500 (June payment only) in lieu of the health insurance premium as described in Section 5.1. Any election to be made hereunder shall be made on or before September 1 of each School Year on forms to be provided by the Superintendent, which election shall be irrevocable for the remainder of that School Year. Said teachers shall sign a waiver stating they would remunerate to the District pro rata should they resign before the end of the contract. In the event the district changes insurance plans, teachers taking the cash option may elect to enroll in the new plan if an open enrollment window exists at the time a new plan is instituted. Any such enrollment shall be contingent upon terms of enrollment of the benefit provider. Any cash option value will be prorated based upon the time such election is made.
- 5.4 In the event that Board and the Association determine it to be in their respective interests to review the current group health insurance program or change the group health care and life carrier, then the

parties will cooperate one with the other in order to maximize their respective mutual benefit.

- 5.5 The provisions of this Article V shall apply to “full time” employees as defined by the Patient Protection and Affordable Care Act of 2010 (the “Health Care Reform Law”) provided, however, that the dollar amount herein before specified shall be reduced for part-time teachers by the same fraction which determines the salary of each part-time teacher in said fraction as applied to the salary schedule for full-time teachers.

ARTICLE VI
Leave of Absence

- 6.1 Sick Leave - At the beginning of each school year, each full-time Teacher shall be credited with fifteen (15) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of 360 days. Part-time teachers will be credited with pro-rated sick days per their contracted time. Example: Teachers who are employed at 50% of the contract would receive 7.5 sick days.
- A. Personal Illness or Disability: The Teacher may use all or any portion of his/her sick leave for his/her own illness or disability.
 - B. Medical or Nursing Care: The Teacher may use sick leave days for the death or serious illness of a member of his/her immediate family. Immediate family shall be interpreted as parents, parents-in-laws, spouse, partner of legal civil union, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law and legal guardians.
 - C. Serious Illness: Serious illness means that the degree of illness is apparently sufficient to require the professional attention of a physician, spiritual advisor or practitioner.
 - D. Deaths in the Immediate Family: Sick leave also may be used as death bereavement leave in connection with the death of a member of the Teacher's immediate family as defined above, as well as with aunts, uncles, and cousins.
 - E. Death Other than Immediate Family: The Teacher may apply for the use of one (1) day of Personal Leave (See Section 6.3) per death to attend the funeral of any person.

- 6.2 The Board shall furnish each Teacher with a written statement at the beginning of each year setting forth the total sick leave credit accumulated.
- 6.3 **Personal Leave:** At the beginning of the school year each full-time Teacher shall have available four (4) personal leave days. Except in emergency, said four days' leave or portions thereof may be granted by the Superintendent upon his/her receipt of a written request from the Teacher at least five (5) days in advance. This leave may be granted by the Superintendent after the fact only in cases of emergency when the Teacher has requested said leave as soon as possible after becoming aware of the emergency. Said leave may not be approved on any work day immediately preceding or following a vacation or holiday, or on any day when more than two other teachers will be or are on leave, nor during the last ten (10) days of the school year, nor during School Improvement days or Parent/Teacher Conferences. Only two personal days may be used consecutively at one time. Use of additional consecutive personal days is subject to the discretion of the Superintendent. Personal leave may be granted only in minimum segments of one-half day. Unused personal leave days will accumulate as sick leave at the end of each school year. Upon departure from the district, other than dismissal for cause, staff members shall be reimbursed for unused personal leave days in the final year of employment not to exceed current personal days available for that year at the current per diem pay rate for that teacher.
- 6.4 Professional Leave: Each Teacher may be granted leave without loss of pay to attend professional meetings related directly to said Teacher's teaching field and assigned teaching field and assigned teaching duties if said Teacher applies in writing to the Superintendent and if the Superintendent approves. This professional leave may also be granted for visitation to another school when such visitation relates directly to said Teacher's teaching field and assigned teaching duties if such visitation has been approved in advance by the principal of said other school. Application must be made by the Teacher to the Superintendent or his/her designee at least two weeks in advance of proposed leave.
- 6.5 Any Teacher called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or seniority, provided that all pay received by said Teacher for jury duty

except that covering mileage and expenses first has been signed over to the Board.

- 6.6 A leave of absence of up to one (1) year may be granted to any tenured Teacher, upon approval by the Board, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries: foreign or military teaching programs; the Peace Corps or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teacher service center. Not more than two (2) Teachers may be granted said leave during the same period of time nor any part thereof. Applications in writing for said leave shall be presented to the Board not later than four (4) months prior to the proposed beginning of any such leave.
- 6.7 A leave of absence of up to one (1) year may, but need not, be granted to any tenured Teacher for the purpose of engaging in study at an accredited college or university directly related to his/her professional responsibilities. Upon return from such leave a Teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period.
- 6.8 A leave of absence may, but need not, be granted to a Teacher for the purpose of maternity/paternity leave. Said leave shall commence and end at times agreed upon by the Board and the Teacher before said leave is approved. It is further provided that:
 - A. Upon return to duty from maternity/paternity leave reinstatement shall be to the Teacher's former position, or to a similar position or to another position for which the Teacher is qualified.
 - B. The leave period may be for the duration of the school semester when leave was granted plus one (1) additional school semester but shall not exceed one year.
 - C. Absence during maternity/paternity leave shall not interrupt seniority for tenured Teachers. Probationary Teachers shall not acquire seniority until satisfactory completion of the probationary period of service on active duty and not including any period of time while on any leave.

D. Continuation of insurance benefits, if any, for Teachers on said leave will be provided during said leave period if:

- 1) Said Teacher or Teachers' first have enrolled for the same coverage to be continued while on leave at the same time as other Teachers enrolled for said coverage: and
- 2) The full payment for the premium for each month of the period of said leave has been paid in advance each month by the Teacher to the Board.

6.9 Continuation of insurance benefits, if any, for Teachers granted a leave of absence under the provisions of Item 6.7 (Exchange Teaching Programs), Item 6.8 (Sabbatical Leave), and Item 6.9 (Child Care Leave) will be continued by the Board of Education during the approved leave period subject to the following provisions:

- 1) Said Teacher or Teachers' must be currently enrolled in the District #18 medical insurance program and wish to continue the same coverage during the period of leave;
- 2) Said Teacher or Teachers' first enrolled for coverage at the same time as other Teachers enrolled for said coverage;
- 3) Said Teacher or Teachers' agree to pay the insurance premium, in full and in advance, for each month of the period of said leave. A full monthly insurance premium payment will be due from the Teacher to the Board of Education on the first day of each month during the period of said leave: and
- 4) Said Teacher or Teachers' will not be eligible for the "insurance cash option" in lieu of medical insurance during the period of leave.

6.10 Should the Association desire to send Teacher representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives may request professional leave for said purposes according to the provisions of Article 6.3. The Association's Regional Counsel shall reimburse the district for the cost of substitute teachers needed. No more than two days of professional leave per school year shall be used for Association business.

- 6.11 Any provision or provisions of this Agreement notwithstanding, no probationary Teacher shall receive credit for any period of time while on leave toward acquiring, or fulfilling the requirements of tenure.

ARTICLE VII

Teacher Compensation

- 7.1 Full Experience Credit: A Teacher first employed after the effective date of this agreement may be awarded full credit for teaching experience outside the district at the discretion of the Board.
- 7.2 School Year - Salary Schedule: The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. The schedule shall be based on 180 workdays. In cases of part-time Teachers, salary shall be prorated from the amount shown by the fraction of full-time employment for which a Teacher is employed.
- 7.3 Pay Days - School Not in Session: If a regular pay date during the school term falls on a day when school is not in session, any teacher who is not presently using direct deposit shall be issued their check on Wednesday prior thereto. Summer checks, for those not using direct deposit, shall be mailed on Wednesday prior thereto.
- 7.4 Payroll Installments: Teachers' paychecks shall be issued in twenty-six (26) installments on the Friday of the designated week during the calendar year. The preferred method of issuing paychecks will be through direct deposit. Teachers will receive a non-negotiable copy of their direct deposit paycheck on the Friday of the designated week.
- 7.5 Supplemental Jobs: The supplemental pay schedule shall be as set forth in Appendix B, which is attached to and incorporated into this Agreement. Supplemental jobs are defined as those regular assignments that are in addition to the normal work schedule and/or that exceed the normal workday. These assignments may be made only with the consent of the Teacher. Nothing in this Agreement shall be construed so as to limit in any way the right of the Board to employ a person or persons in a part-time capacity for assignment to supplemental jobs. When a supplemental job is assigned to a part-time employee the definition of said supplemental job as set forth in this section shall not apply. When someone takes a supplemental job

in Appendix B, it will be the responsibility of that employee to do the necessary public relations for that supplemental position, for example, newspaper articles, school publications, score reports, interviews, awards for excellence, recognition of prowess.

7.6 Supplemental jobs - Payroll Procedures: Supplemental pay shall be added to the Teachers' Salary and shall be paid in the paycheck each pay period.

7.7 Horizontal Movement on Salary Schedule: Horizontal movement on the Salary Schedule shall be based upon satisfactory completion of graduate courses from a college or university approved by the North Central Association of Colleges and Secondary Schools (NCATE), or a reciprocal accrediting agency.

- 1) Graduate credit earned will not be recognized unless the course for which the credit is earned has been approved by the Superintendent and a grade of B or better is earned. Such course work shall be in the subject field(s) engaged in by the teacher in the School District or in the field of secondary education in accordance with an approved professional development plan. In order to avoid misunderstandings, teachers planning to engage in graduate study for horizontal movement on the Salary Schedule should submit a proposed plan of study to the Superintendent for consideration and prior approval before the last day of the school year.
- 2) Upon completion of sufficient course work to move a teacher to the next horizontal step on the salary Schedule, an official transcript or statement must be sent to the Superintendent on or before October 1 of the School Year in which the teacher seeks such movement. Transcripts received after October 1 will qualify the teacher for horizontal movement at the beginning of the next subsequent School Year.
- 3) Tuition reimbursement for approved graduate level courses will be paid upon completion of the course with a grade of B or better at the rate of \$250 per credit hour, up to a maximum of \$1,500 per year (maximum of 6 credit hours.) Reimbursement will be made in October and June upon receipt of official transcripts.

- 4) Hours granted for horizontal movement prior to the effective date of the Agreement, be they graduate or undergraduate hours, shall not be denied to teachers currently receiving credit therefore on the current Salary Schedule.

7.8 Vertical Movement on Salary Schedule

1. No employee shall progress beyond the BS step 15, BS+8 step 18, BS+16 step 18, BS+24 step 18 and BS+32/MS step 21.
2. It is recognized that teaching is a profession and that the success of the educational program depends in large part upon the effectiveness of teaching. Although vertical advancement on the schedule shall normally be at the rate of one step each year, the Board reserves the right to withhold a vertical salary increment as to any teacher whose performance is unsatisfactory and/or receives a letter of remediation from the Board of Education. A teacher who has been rated unsatisfactory but subsequently completes his or her remediation period with a rating of proficient or better shall advance one vertical step on the schedule upon successful completion of his or her remediation, and shall be paid any salary that was withheld as a result of a teacher being placed on remediation. In no case shall a teacher be entitled to more than one vertical step advancement in any school year.

7.9 Longevity Pay

Teachers with a salary schedule placement of MS+8 or beyond who are frozen at their respective salary schedule step (Step 24) shall be paid \$400 per year more than the previous years' salary.

- 7.10 Contracts Greater Than Nine Months - Teachers with a contract for longer than the regular school term shall be paid a salary that is proportional to the number of days worked. The salary is to be determined by dividing the annual salary for the regular school term by 181. Said per diem salary then shall be multiplied by the number of days in the contract term. The product then shall be added to the 181 day salary to determine the total salary. The Association shall be notified in the event of any proposed change in policy regarding extended contract positions. Upon written request of the Association,

the impact of such change shall be discussed without re-opening the existing contract.

7.11 Teacher Retirement Incentive

Newark Community High School District No. 18 will provide to its teachers a retirement incentive that will include and be subject to the following provisions:

1. To be eligible:

- The teacher shall have a minimum of fifteen (15) years of continuous full-time teaching service in the District by the intended date of retirement for either a one-year, two-year or three-year retirement incentive; and
- The teacher shall be at least sixty (60) years of age on or before December 31 of the calendar year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Modified Early Retirement Option causing the District to have to pay a contribution or other charge to TRS. Additionally, no teacher may participate in this program if the District would or is determined to owe, in connection with said teacher, any payment or penalty to TRS under any other law, regulation or applicable rule; and
- For retirement at the end of the 2016-2017 school year, the teacher shall submit an irrevocable notice of retirement by no later than the first day of school of the 2016-2017 school year. For one-year retirements occurring at the end of the 2017-2018 school year, or two-year retirements occurring at the end of the 2018-2019 school year, or three-year retirements occurring at the end of the 2019-2020 the teacher shall submit an irrevocable notice of retirement by April 1, 2017. For two-year retirements occurring at the end of the 2019-2020 school year, the teacher shall submit an irrevocable notice of retirement by April 1, 2018. For one-year retirements occurring at the end of the 2018-2019 school year, the teacher shall submit an irrevocable notice of retirement by April 1, 2018.

2. If approved:

- The teacher shall be removed from the salary schedule and extra duty pay schedule; and

- For a one-year retirement incentive, teachers with 15 or more years of full-time teaching service at the District at the time of retirement, the teacher shall receive a six percent (6%) increase in his/her total creditable earnings over the prior year's total creditable earnings for the teacher's final year of employment. For a two-year retirement incentive, teachers with 15 or more years of full-time teaching service at the District at the time of retirement, the teacher shall receive a six percent increase in his/her total creditable earnings over the prior year's total creditable earnings for the final two years of employment. For a three-year retirement incentive, teachers with 15 or more years of full-time teaching service at the District at the time of retirement, the teacher shall receive a six percent increase in his/her total creditable earnings over the prior year's total creditable earnings for the final three years of employment.
- The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. An employee shall not be removed from his/her extra duty position by the Board solely to reduce his/her creditable earnings. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment; and
- A teacher who completes coursework or who otherwise would be entitled to movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the six percent (6%) increase provided by this retirement provision. Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her total creditable earnings in any year during his/her participation in the retirement incentive; and

3. Restrictions/Limitations:

- If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher; and

- Any teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of his/her remaining year(s) of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase which would have been applicable to the teacher during the time period at issue. If an event occurs beyond an employee's control causing said employee to be unable to fulfill the contractual agreement, but without causing the District a penalty by including the previous years now applicable toward retirement, then the employee will not be held responsible for reimbursement to the District.
- This benefit will expire at the end of this contract and shall only apply to those teachers eligible for the incentives as of the required notice of retirement dates set forth herein.

ARTICLE VIII
Retirement

- 8.1 Teacher Retirement Sheltering: The Board shall pay on behalf of each teacher the sum equal to 9.4% (9.0% for TRS) using the TRS factor of 1.099753. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The Board's contribution on behalf of each teacher to the Illinois Teachers' Retirement System is based on and in addition to the salary schedule, Appendix A. No teacher shall have a right or claim to funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Retirement System.

It is hereby agreed that the Association shall hold the Board harmless and indemnify the Board against all liabilities, loss and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the State of Illinois Teachers' Retirement System. It is further agreed that the Board may deduct from each teacher's paychecks on a pro rata and otherwise reasonable basis any amount, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income or

other taxes or contributions to the State of Illinois Teachers' Retirement System or the improper or incorrect reporting thereof arising out of the Board's agreement to make payments on behalf of each teacher to the State of Illinois Teachers' Retirement System. In such case, the Board will be relieved of all obligations to comply with this Section.

Both parties agree to open ONLY Section 8.1 if the state statute changes and adversely affects this benefit during the life of this contract.

- 8.2 Retired Teacher Insurance: Retiring Teachers may continue medical coverage under the school's group plan as provided by applicable eligibility under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE IX **Standard Rights**

- 9.1 Duration of Agreement: This Agreement shall be effective as of August 18, 2016 and shall continue through August 20, 2019, at which time it will expire unless extended for a specific period or periods by mutual written agreement for the parties.
- 9.2 Effect of Agreement: Any individual contract between the Board and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 9.3 Work Day and Work Hours:
- A. The normal workday for teachers shall begin at 7:30 A.M. and shall end at 3:15 P.M. Staff development sessions will be scheduled periodically throughout the school year utilizing an 11:30 a.m. or 1:30 p.m. student dismissal schedule.
 - B. The normal weekly teaching load will not exceed fifteen (15) teaching periods and five (5) unassigned preparation periods based upon the current 8-block teaching schedule. If a teacher agrees to

take on a duty during his/her plan period, said teacher shall be given back the substitute rate per 84 minutes served in said duty.

- C. All teachers shall be entitled to a thirty (30) minute duty-free lunch period, as required in Section 24-9 of the School Code;
- D. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or otherwise prevented by an act of God;
- E. The Teachers may have input with the selection of the school calendar.

ARTICLE X

Teacher Assignments

- 10.1 All Teachers shall be given written notice of their intended class and/or subject assignments, and room assignments for the forthcoming year not later than the last teacher workday of the school year. Nothing herein shall prevent changes in said assignment when, in the sole judgment of the Superintendent, said changes may be in the best interests of the schools.
- 10.2 Teachers who are assigned to more than one school shall have their schedules arranged so that travel time does not infringe upon the traveling Teacher's lunch period.

ARTICLE XI

Negotiations Procedures

- 11.1 Not later than March 1st of the last year of the present contract, the Board agrees to begin negotiations with the Association over a Successor Agreement. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- 11.2 Each party shall select its own representatives. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- 11.3 When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members during said hours.
- 11.4 There shall be two signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.
- 11.5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XII
Separability

- 12.1 If any provision of this Agreement or any application of this Agreement to any Teacher or to any group of Teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 12.2 It is further agreed that within fifteen (15) days of receipt of notification of such findings by any court of competent jurisdiction, negotiations shall commence for the purpose of reaching agreement on the affected matter unless the parties are otherwise directed by said court.
- 12.3 All understanding, awards and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party and made a part of the collective bargaining agreement.

ARTICLE XIII
Agreements and Signatures

13.1 The Association agrees that during the term of this Agreement, it shall not condone, engage in or assist in any strike or similar interruption of full and complete services to the Board and the pupils.

13.2 During the course of the negotiations which produced this agreement the parties have considered and have come to agreement upon all issues between them, whether or not said issues are addressed herein. Both parties hereby waive any claim or claims they may have upon each other, which shall be regarded as settled with their entrance into this Agreement.

IN WITNESS WHEREOF:

Newark Community High School
Board of Education

Newark Community High School
Education Association, IEA/NEA

By _____

By _____

President

President

Attest _____

Attest _____

Secretary

Vice President

Date ____/____/____

Date ____/____/____